

## **INDEPENDENT BROADCASTERS ASSOCIATION WEBSITE TERMS OF USE**

These Terms of Use (“Terms of Use”) of Independent Broadcasters Association, a Minnesota nonprofit corporation (“Independent Broadcasters Association” or “Us” or “We” or “Our” when possessive) govern Your use of Our website (the “Website”), and mobile application (the “App”), if any. By accessing or using the Website or the App, You (the “Customer” or “End User” or “You” or “Your” when possessive) expressly accept all of the provisions of these Terms of Use. YOU REPRESENT, WARRANT AND COVENANT TO US THAT YOU ARE AT LEAST EIGHTEEN (18) YEARS OF AGE AND ARE LEGALLY COMPETENT TO ENTER INTO AND AGREE TO THESE TERMS OF USE. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THESE TERMS OF USE, THEN YOU ARE NOT AUTHORIZED TO USE THE WEBSITE OR THE APP.

These Terms of Use include: (1) an arbitration provision; (2) a waiver of rights to bring a class action against Us; and (3) a release by You of all claims for damage against Us that may arise out of Your use of the Website or the App.

THESE TERMS OF USE WAIVE SUBSTANTIAL RIGHTS AND INCLUDE A RELEASE OF LIABILITY AND A LIMITATION OF DAMAGES. YOU ACKNOWLEDGE THAT YOU HAVE THE RIGHT TO REVIEW THESE TERMS OF USE WITH AN ATTORNEY. YOU ALSO ACKNOWLEDGE THAT YOU HAVE READ THIS ENTIRE DOCUMENT AND THAT YOU ARE AWARE THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO THESE TERMS OF USE. YOU HAVE NO OBLIGATION TO USE THE WEBSITE OR THE APP OR AGREE TO THESE TERMS OF USE, BUT YOU ARE DOING SO VOLUNTARILY AND UNDERSTAND THAT INDEPENDENT BROADCASTERS ASSOCIATION MAY UPDATE THESE TERMS OF USE IN ITS DISCRETION. YOUR USE OF THE WEBSITE AND THE APP IS EXPRESSLY SUBJECT TO YOUR ACCEPTANCE OF THESE TERMS OF USE, AND YOU MAY NOT AND WILL NOT USE THE WEBSITE OR THE APP UNLESS AND UNTIL YOU HAVE ACCEPTED AND AGREED TO BE BOUND BY THESE TERMS OF USE.

### **1. ACKNOWLEDGEMENTS.**

1. **Governing Law.** These Terms of Use and any dispute that may arise between You and Independent Broadcasters Association shall be governed by and construed in accordance with the Federal Arbitration Act, applicable federal law and the laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).
2. **Assumption of Risk.** You assume all risks known and unknown, foreseeable and unforeseeable, in any way connected with Your use the Website or the App. You waive all claims against Independent Broadcasters Association, its owners, officers, employees, successors, agents and assigns, arising out of any activities You choose to undertake. You fully comprehend and accept all of the risks associated with Your use of the Website and the App.

### **2. YOUR ACCOUNT.**

1. **Age and Account Requirements.** TO USE THE WEBSITE OR THE APP, YOU MUST BE AT LEAST EIGHTEEN (18) YEARS OF AGE. You may be required to create an “Account” to use the Website or App which requires You to provide certain information, including, but not limited to, Your date of birth and email address. You are responsible for providing

Us with and maintaining accurate contact information, including Your email address and any other information We may reasonably require.

2. **Account Activities.** You are the sole authorized user of Your Account, and You are responsible for maintaining the accuracy and confidentiality of Your login information. You are solely and fully responsible for all activities that occur under Your Account. Independent Broadcasters Association has no control over the use of Your or any other user's Account and expressly disclaims any liability derived therefrom. Should You suspect that any unauthorized party may be using Your Account or You suspect any other breach of security, You will cease all use and contact Us.

3. **Acceptable Use Policy.** The following sets forth Independent Broadcasters Association's "Acceptable Use Policy":

(a) **Compliance.** You agree to the following: (1) You will not use the Website or the App if You are not fully able and legally competent to agree to these Terms of Use; (2) YOU WILL ONLY USE THE WEBSITE AND THE APP IN FULL COMPLIANCE WITH THE LAWS AND REGULATIONS OF THE STATE OF MINNESOTA AND APPLICABLE FEDERAL LAWS, POLICIES OR GUIDANCE (collectively "Applicable Law"); (3) You may not facilitate or promote illegal activities; (4) You will not use the Website or the App for sending or storing any material prohibited by the Applicable Law or for fraudulent purposes or to engage in any offensive, indecent or objectionable conduct; (5) You will not use the Website or the App to cause nuisance, annoyance or inconvenience; and (6) YOU SHALL PROVIDE US WITH WHATEVER PROOF OF IDENTITY AND OTHER NECESSARY VERIFICATION DOCUMENTS AS WE MAY REASONABLY REQUEST.

(b) **General Restrictions.** You agree not to use the Website or the App to collect, upload, transmit, display, or distribute any General Content (as defined below) (1) that violates any rights of Independent Broadcasters Association or any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right; (2) that is unlawful under Minnesota law or in Your jurisdiction, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; or (3) in violation of any law, regulation, or obligations or restrictions imposed by any third party.

(c) **Technological Restrictions.** You agree not to use the Website or the App to do any of the following: (1) Upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system or data; (2) Send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (3) Harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (4) Interfere with, disrupt, or create an undue burden on servers or networks connected to the Website or violate the regulations, policies or procedures of such networks; (5) Attempt to or impersonate another

user or Independent Broadcasters Association or gain unauthorized access to the Website or the App, other computer systems or networks connected to or used together with the Website or the App, through password mining or other means; (6) Harass or interfere with another user's use and enjoyment of the Website or the App; or (7) Introduce software or automated agents or scripts to the Website or App so as to produce multiple accounts, generate automated searches, requests and queries, or to strip, scrape, or mine data from the Website or the App.

(d) Representations and Warranties. You represent and warrant that You will not do any of the following: (1) Decompile, disassemble, reverse compile, reverse assemble, reverse translate or otherwise reverse engineer any part of the Website or the App, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law); (2) Use any means to discover the source code of any portion the Website or the App; (3) Remove or alter any copyright or other proprietary rights' notice or restrictive rights legend contained or included in the Website or the App; (4) Otherwise circumvent any functionality that controls access to or otherwise protects the Website or the App; or (5) Distribute, sell, assign, encumber, transfer, rent, lease, loan, sublicense, modify, time-share or otherwise exploit the Website or the App in any unauthorized manner.

4. Breach of Acceptable Use Policy. WE RESERVE THE RIGHT TO REMOVE ANY OF YOUR CONTENT OR ANY CONTENT THAT WE DETERMINE IN OUR SOLE DISCRETION THAT VIOLATES THE ACCEPTABLE USE POLICY IN THESE TERMS OF USE. FURTHER, IF YOU BREACH THESE RESTRICTIONS, YOUR LIMITED LICENSE GRANTED HEREIN SHALL IMMEDIATELY TERMINATE AND YOU MAY BE SUBJECT TO PROSECUTION AND DAMAGES.

### **3. LICENSE AND RESTRICTIONS; OWNERSHIP.**

1. License Grant. Subject to Your compliance with these Terms of Use, We hereby grant You a personal, non-exclusive, non-transferable, revocable, limited license (without the right to sublicense) to access and use the Website and download, install, access and use the App solely on devices that You own or control, for Your personal use only, and subject to the limitations set forth in this Agreement. This limited license is limited to the intellectual property rights of Independent Broadcasters Association and its licensors and do not include any rights to other intellectual property. We reserve any and all rights not expressly granted to You pursuant to these Terms of Use. The limited rights granted to You to access and use the Website and the App comprises a limited license and does not constitute the sale of any software program.
2. Fees. Independent Broadcasters Association does not currently charge end users any fees for use of the Website or the App, though We reserve the right to do so in the future if permitted by applicable law. Independent Broadcasters Association will notify users prior to charging any fees for use of the Website or the App.
3. Ownership. The Website and the App and their respective Content (as defined below), including their "look and feel" (e.g., text, graphics, images, logos) contain proprietary

code, information and other materials that are protected under intellectual property, copyright, trademark and other laws. You acknowledge and agree that Independent Broadcasters Association and/or its licensors own all right, title and interest in and to the Website and the App, including without limitation any and all patent, copyright, trade secret, trademark, show-how, know-how and any and all other intellectual property rights therein or related thereto as examples improvements and derivatives, as well as that Independent Broadcasters Association owns all intellectual property associated with the Website and the App despite any ownership You may have in any Content You post, and You agree not to take any action(s) inconsistent with such ownership interests. You do not acquire any rights or licenses under any of Independent Broadcasters Association's (or its licensors') patents, patent applications, copyrights, trade secrets, trademarks or other intellectual property rights, including improvements and derivatives. Any and all: (1) suggestions for correction, change and modification to the Website or the App and other feedback (including, but not limited to, quotations of written or oral feedback), information and reports You provide to Independent Broadcasters Association (collectively "Feedback"); and all (2) improvements, updates, modifications or enhancements, whether made, created or developed by Independent Broadcasters Association, You or otherwise relating to the Website or the App (collectively, "Revisions"), are and will remain the property of Independent Broadcasters Association. You acknowledge and expressly agree that any contribution of Feedback or Revisions does not and will not give or grant You any right, title or interest in the Website or the App, or any of the intellectual property rights associated with Independent Broadcasters Association or in any such Feedback or Revisions. All Feedback and Revisions become the sole and exclusive property of Independent Broadcasters Association and Independent Broadcasters Association may use and disclose Feedback and/or Revisions in any manner and for any purpose whatsoever without further notice or compensation to You and without retention by You of any proprietary or other right or claim. You shall assign and hereby assign to Independent Broadcasters Association any and all right, title and interest (including, but not limited to, any patent, copyright, trade secret, trademark, show-how, know-how, moral rights and any and all other intellectual property right) that You may have in and to any and all Feedback and Revisions. At Independent Broadcasters Association's request, You will execute any document, registration or filing required to give effect to the foregoing assignment as reasonably requested by Independent Broadcasters Association.

4. User Content. For purposes of these Terms of Uses: (a) "Content" means all text, images, photos, audio, video, graphics, reviews, location data, and all other forms of data, communication or media; (b) "Your Content" means Content that you submit, or transmit to, through or in connection with the Website or the App, such as reviews, photos, videos, media, messages, posts, comments and information that you choose to display publicly but excludes Feedback and Revisions; (c) "User Content" means Content that other users submit or transmit to, through, or in connection with the Website or App, including any electronic data or information; (d) "Independent Broadcasters Association Content" means Content that We create or otherwise owned by Us and We make available in connection with the Websites or the App; (e) "Third Party Content"

means Content that originates from parties other than Independent Broadcasters Association or users of any of the Websites or the App, which is made available in connection with the Websites or App and not otherwise owned by Us; and (f) "General Content" means all of the Content that is made available in connection with the Websites, including Your Content, User Content, Third Party Content, and Independent Broadcasters Association's Content. As a condition of Your use of the Website or the App, subject these Terms and Conditions, You shall grant and hereby grant to Independent Broadcasters Association a nonexclusive, perpetual, irrevocable, royalty-free, worldwide, transferable, sub-licenseable license to access, reproduce, transmit, display, publish, distribute, and otherwise use in any way any of Your Content as well as to modify and adapt and create derivative works from Your Content.

5. Your Content Representations and Warranties. If you post or submit Your Content through the Website or the App, You represent and warrant the following: (1) that You own or otherwise control all of the rights to Your Content, including, without limitation, all copyrights and that Your content does not unlawfully contain any Third Party Content; (2) that Your Content is accurate; and (3) that use of Your Content does not violate these Terms of Use; and (4) that it will not cause injury to any person or entity. We take no responsibility and assume no liability for any content or materials submitted or posted through the Website or the App, including any forums, by You or any third party.
6. WE RESERVE THE RIGHT TO REMOVE ANY OF YOUR CONTENT OR ANY CONTENT THAT WE DETERMINE IN OUR SOLE DISCRETION VIOLATES ANY LAW OR RIGHT OF ANY PERSON, INFRINGES THE RIGHTS OF ANY PERSON, OR IS OTHERWISE INAPPROPRIATE FOR POSTING ON THE WEBSITE. CONTENT INAPPROPRIATE FOR POSTING INCLUDES BUT IS NOT LIMITED TO A VIOLATION OR BEACH OF THE ACCEPTABLE USE POLICY IN THESE TERMS OF USE.
7. Monitoring, Suspension, and Termination.
  - (a) We reserve the right to review any of Your Content (including any image files, posts and reviews), investigate, and/or take appropriate action against You in Our sole discretion (including removing or modifying Your Content, terminating Your Account, and/or reporting You to law enforcement authorities) if We in Our sole discretion suspect that You have violated the Acceptable Use Policy or any other provision of this Agreement or otherwise create, directly or indirectly, liability for Us or any other person.
  - (b) WE WILL REVIEW YOUR CONTENT THAT HAS BEEN REPORTED TO BE INAPPROPRIATE AND, IF IN OUR SOLE DISCRETION, WE DETERMINE THAT YOUR CONTENT VIOLATES THESE TERMS OF USE, WE WILL REMOVE YOUR CONTENT AND MAY SUSPEND OR TERMINATE YOUR ACCOUNT.

#### **4. WARRANTY DISCLAIMER; LIMITATION OF LIABILITY.**

1. Warranty Disclaimer. THE WEBSITE AND THE APP ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND,

AND INDEPENDENT BROADCASTERS ASSOCIATION HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. INDEPENDENT BROADCASTERS ASSOCIATION DOES NOT WARRANT THAT: (1) THE WEBSITE OR THE APP WILL MEET YOUR REQUIREMENTS; (2) OPERATION OF THE WEBSITE OR THE APP WILL BE UNINTERRUPTED OR VIRUS- OR ERROR-FREE; (3) THE WEBSITE OR THE APP WILL OPERATE OR BE COMPATIBLE WITH ANY OTHER APPLICATION OR ANY PARTICULAR SYSTEM OR DEVICE; OR (4) DEFECTS IN THE WEBSITE OR THE APP CAN OR WILL BE CORRECTED. YOU ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE WEBSITE AND THE APP, AND ANY THIRD PARTY PRODUCTS, GOODS OR SERVICES REMAINS SOLELY WITH YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, INDEPENDENT BROADCASTERS ASSOCIATION DISCLAIMS, ALL LIABILITY WITH RESPECT TO ACTIONS YOU MAY TAKE OR DO NOT TAKE BASED ON YOUR CONTENT OR USE OF THE WEBSITE OR THE APP.

2. Limitation of and Release from Liability.

(a) TO THE MAXIMUM EXTENT ALLOWABLE BY LAW YOU SHALL RELEASE AND HEREBY RELEASE AND FOREVER DISCHARGE US (AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, MEMBERS AND ASSIGNS) FROM, AND SHALL WAIVE AND HEREBY WAIVE AND RELINQUISH YOUR RIGHTS WITH RESPECT TO, EACH AND EVERY PAST, PRESENT AND FUTURE DISPUTE, CLAIM, CONTROVERSY, DEMAND, RIGHT, OBLIGATION, LIABILITY, ACTION AND CAUSE OF ACTION OF EVERY KIND AND NATURE (INCLUDING PERSONAL INJURIES, DEATH, AND PROPERTY DAMAGE), THAT IS CONNECTED TO OR HAS ARISEN OR ARISES DIRECTLY OR INDIRECTLY OUT OF, OR RELATES DIRECTLY OR INDIRECTLY TO, ANY INTERACTIONS WITH, OR ACT OR OMISSION OF, OTHER WEBSITE OR APP USERS OR THIRD PARTY MATERIALS.

(b) TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL INDEPENDENT BROADCASTERS ASSOCIATION BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOSS OF PROFITS, REVENUE OR INCOME, OR FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM OR RELATED TO THESE TERMS OF USE OR THE USE OR INABILITY TO USE THE WEBSITE OR THE APP, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL INDEPENDENT BROADCASTERS ASSOCIATION 'S TOTAL AGGREGATE LIABILITY UNDER THESE TERMS OF USE REGARDING USE OR INABILITY TO USE THE WEBSITE OR THE APP, WHETHER BASED ON BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE LESSER OF THE AMOUNTS, IF ANY, YOU PAY TO INDEPENDENT BROADCASTERS ASSOCIATION UNDER THESE TERMS OF USE FOR USE OF THE WEBSITE OR THE APP. BY ACCESSING THE WEBSITE OR THE APP, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED.

3. Indemnity. By agreeing to these Terms of Use and using the Website or the App, You agree that You shall, to the maximum extent permitted by applicable law, defend, indemnify and hold Independent Broadcasters Association, its licensors and their

respective parent organizations, subsidiaries, affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (1) Your violation or breach of any term of these Terms of Use or any Applicable Law or regulation; (2) Your violation of any rights of any third party; (3) any unauthorized use of the Website or the App; (4) Your negligence or willful misconduct; or (5) Your use of the Website and the App.

## **5. ARBITRATION AND CLASS ACTION WAIVER.**

1. **Binding Arbitration.** Any dispute or claim arising in any way from Your use of the Website or the App, except for disputes relating to the infringement of Our intellectual property rights or the access or use of the Website or the App in violation of these Terms of Use, will be resolved by binding arbitration, rather than in court.
2. **No Judge or Jury.** There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Use as a court would.
3. **Arbitrator and Rules.** The arbitration will be conducted before a neutral single arbitrator, whose decision will be final and binding, and the arbitral proceedings shall be governed by the AAA Commercial Arbitration Rules, Consumer Due Process Protocol, and Supplementary Procedures for Resolution of Consumer- Related Disputes. These rules can be found on the AAA website at [www.adr.org](http://www.adr.org).
4. **Starting an Arbitration.** To begin an arbitration proceeding, You must send Us a notice of dispute, in writing, setting forth Your name, address and contact information, the facts of the dispute and relief requested. You must send Your notice of legal dispute to Us at the following address: 16221 Harvard Lane, Lakeville, Minnesota 55044. Independent Broadcasters Association will send any notice of dispute to You at the contact information We have for You.
5. **Format of Proceedings.** The arbitration shall be conducted, at the option of the party seeking relief, by telephone, online, or based solely on written submissions.
6. **Fees.** If You initiate arbitration, Your arbitration fees will be limited to the filing fee set forth in the AAA's Consumer Arbitration Rules. Unless the arbitrator finds the arbitration was frivolous or brought for an improper purpose, each party shall pay its own AAA and arbitrator's fees and expenses. If the arbitrator finds the arbitration to be frivolous or brought for an improper purpose, then You agree to pay all costs and expenses connected to the arbitration.
7. **Individual Basis.** To the fullest extent permitted by applicable law, You and Independent Broadcasters Association each agree that any dispute resolution proceeding will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than in arbitration, You and Independent Broadcasters Association each waive any right to a jury trial. As a result,

PROCEEDINGS TO RESOLVE OR LITIGATE A DISPUTE IN ANY FORUM WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS. IN THIS EVENT, YOU AGREE THE SOLE PROPER FORUM AND VENUE IS A STATE COURT OF COMPETENT JURISDICTION LOCATED IN DAKOTA COUNTY, MINNESOTA.

8. Limitation Period. In no event shall any claim, action or proceeding by You or Independent Broadcasters Association be instituted more than one (1) year after the cause of action arose.
9. Enforcement. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.
10. Invalidity. If a court of competent jurisdiction finds the foregoing arbitration provisions invalid or inapplicable, You and Independent Broadcasters Association each agree to the exclusive jurisdiction of a State court of competent jurisdiction located in Dakota County, Minnesota, and You and Independent Broadcasters Association each agree to submit to the exercise of personal jurisdiction of such courts for the purposes of litigating any applicable dispute or claim.

## **6. GENERAL PROVISIONS.**

1. Termination. If You breach any of the terms of these Terms of Use, without regard to whether such breach is material or results in a material adverse effect, all licenses granted by Us, including permission to use the Website and the App, will terminate automatically. Your duty to indemnify Us survives any termination. Additionally, We may suspend, disable, or delete Your Account, the Website or the App (or any part of the foregoing) with or without notice, for any or no reason. If We delete Your Account for any suspected breach of these Terms of Use by You, You are prohibited from re-registering for the Website or the App under a different name. All sections which by their nature should survive the termination of these Terms of Use shall continue in full force and effect subsequent to and notwithstanding any termination of this Agreement by Independent Broadcasters Association or You. Termination will not limit any of Independent Broadcasters Association's other rights or remedies at law or in equity. Section 4.3, Indemnification and any other provision by its nature is intended to survive termination, does survive termination of this Agreement.
2. Injunctive Relief. You agree that a breach of these Terms of Use will cause irreparable injury to Independent Broadcasters Association for which monetary damages would not be an adequate remedy and Independent Broadcasters Association shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
3. Notices. We may give notice to You by means of a general notice on the Website, the App, electronic mail, or by written communication sent by first class mail or pre-paid post. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). You may give notice to Us (such notice shall



be deemed given when received by Us) at any time by sending an email to the email provided in Section 6.7. Please specify the reason for the email in the subject line so it can be forwarded to the proper department.

4. U.S. Government Sanctions. You represent and warrant that: (1) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) You are not listed on any U.S. Government list of prohibited or restricted parties
5. Miscellaneous. These Terms of Use may not be modified except by a writing executed by the duly-authorized representatives of Independent Broadcasters Association and it may do so in its sole discretion. No other act, document, usage or custom will be deemed to modify or amend these Terms of Use. These Terms of Use will inure to the benefit of and will be binding upon each party’s successors and assigns. These Terms of Use and the licenses granted hereunder may be assigned by Independent Broadcasters Association but may not be assigned by You without the prior express written consent of Independent Broadcasters Association. Any attempt by You to assign these Terms of Use without the written consent of Independent Broadcasters Association shall be null and void. If any provision hereof is or becomes, at any time or for any reason, unenforceable or invalid, no other provision hereof will be affected thereby and the remaining provisions will continue with the same effect as if such unenforceable or invalid provisions will not have been inserted herein; provided that the ability of either party to obtain substantially the bargained-for performance of the other will not have thereby been impaired. It is expressly understood that in the event either party on any occasion fails to perform any term hereof and the other party does not enforce that term, the failure to enforce on any occasion will not constitute a waiver of any term and will not prevent enforcement on any other occasion. Nothing contained in these Terms of Use will be deemed to constitute either party as the agent or representative of the other party or both parties as joint venturers or partners for any purpose. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under these Terms of Use due to any cause beyond the reasonable control of the party invoking this provision, the affected party’s performance will be extended for the period of delay or inability to perform due to such occurrence. The headings and captions contained herein will not be considered to be part of the Terms of Use but are for convenience only. You and Independent Broadcasters Association agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or construction of these Terms of Use. In the event of any dispute with or involving Independent Broadcasters Association, the laws of the State of Minnesota, excluding any conflicts and choice of law rules, exclusively govern these Terms of Use, Your use of the Website and the App and Your rights. Your use of the Website and the App may also be subject to other local, state, national, or international laws.
6. Modifications. We may occasionally update these Terms of Use. If We make changes to these Terms of Use that, in Our discretion, We consider significant, We will post the updated Terms of Use on the App and We may also send emails to Our users who have

created an Account containing a link to the revised Terms of Use. If You continue to use the Website or the App after We post an update to these Terms of Use, you indicate your acceptance of the updated Terms of Use.

7. Contact Us. If You have any questions regarding these Terms of Use the Website or the App please contact us at 16221 Harvard Lane, Lakeville, MN 44044 or at [ronstone@iba.media](mailto:ronstone@iba.media).

Membership is annual. You may elect not to renew each year. When you sign up for membership you agree to fulfill the terms on an annual basis, including the clearance of commercials tied to your membership under the barter agreement for membership.